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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/647,078	08/22/2003	Bruce Bradford Thomas		1714

48509 7590 07/28/2008  
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EXAMINER
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NGUYEN, HIEP VAN

ART UNIT	PAPER NUMBER
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3626

MAIL DATE	DELIVERY MODE
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07/28/2008

PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

### Office Action Summary

**Application No.**

10/647,078

**Applicant(s)**

THOMAS ET AL.

**Examiner**

HIEP NGUYEN

**Art Unit**

3626

**Period for Reply** -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 22 August 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 26-50 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 26-50 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO/SF/US)  
Paper No(s)/Mail Date 03/16/2007, 03/20/2006, 10/06/2005
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_



## DETAILED ACTION

### *Status*

1. Claims 26-50 have been examined.

### *Claim Rejections - 35 USC § 102*

2. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

3. Claim 26 is rejected under 35 U.S.C. 102(b) as being anticipated by Cumming et al. (US 6,470,321.)
4. With respect to Claim 26, Cumming et al. teaches a method for constructing a contract where the coverage buyer is someone other than an insurer or a reinsurer, comprising the steps of:
  - a. specifying an insurance policy ('321; Fig 3-scope of coverage , item 302)
  - b. specifying the payments that will be made under said contract as a mathematical function of the losses paid by said insurance policy ('321; Col. 8, lines 2-22, Fig 3)
  - c. using a mathematical function of the premium that is paid for said insurance policy to determine the premium paid for said contract ('321; Col. 8, lines 23-31, Fig 3- item 312-premium.)

***Claim Rejections - 35 USC § 103***

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 27, 29-38, 40, 42-50 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cumming et al. (US 6,470,321) in view of Covert (US PGPub. 20050038681.)

7. With respect to Claim 27, Covert teaches the method of claim 26 that is used to construct an insurance contract ("681; Para 0004.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a construction of an insurance policy.

Claim 40 is rejected as the same reason with Claim 27.

8. With respect to Claim 29, Covert teaches the method of claim 26 where said insurance policy is a casualty insurance policy sold to a company ("681; Para 0018, Para 0013.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a casualty insurance policy sold to a company.

Claim 42 is rejected as the same reason with Claim 29.

9. With respect to Claim 30, Covert teaches the method of claim 26 where said insurance policy is a property insurance policy sold to a company ("681; Paras 0015, 0026-0027, Para 0013.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a property insurance policy sold to a company

Claim 43 is rejected as the same reason with Claim 30.

10. With respect to Claim 31, Covert teaches the method of claim 26 where said insurance policy is a property insurance policy sold to an individual ("681; Paras 0026-0027, Para 0013.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a property insurance policy sold to an individual.

Claim 44 is rejected as the same reason with Claim 31.

11. With respect to Claim 32, Covert teaches the method of claim 26 where said insurance policy is a casualty insurance policy sold to an individual ("681; Para 0018; Para 0013.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a casualty insurance policy sold to an individual.

Claim 45 is rejected as the same reason with Claim 32

12. With respect to Claim 33, Covert teaches the method of claim 26 where said insurance policy is a health insurance policy sold to an individual ('681; Para 0024, Para 0013.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a health insurance policy sold to an individual.

Claim 46 is rejected as the same reason with Claim 33.

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13. With respect to Claim 34, Covert teaches the method of claim 26 where said insurance policy is an accident insurance policy sold to an individual ('681, Para 0019, Para 0013.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a accident insurance policy sold to an individual.

14. With respect to Claim 35, Cumming et al. teaches the method of claim 26 where said payments are expressed as a mathematical function that is directly proportional to said losses paid by said insurance policy ('321; Col 8, lines 5-22.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a mathematical function.

Claim 47 is rejected as the same reason with Claim 35.

15. With respect to Claim 36, Cumming et al. teaches the method of claim 26 where said payments are expressed as a mathematical function that is not directly proportional to said losses paid by said insurance policy ('321; Col. 8, lines 23-31.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to a mathematical function.



Claim 48 is rejected as the same reason with Claim 36

16. With respect to Claim 37, Cumming et al. teaches the method of claim 26 where said coverage buyer is someone other than the holder of said insurance policy ('321; Col. 5, lines 30-48:)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to an insurance contract with said coverage buyer.

Claim 49 is rejected as the same reason with Claim 37.

17. With respect to Claim 38, Cumming et al. teaches the method of claim 26 where the coverage seller is someone other than the insurer that wrote said insurance policy ('321; Col. 5-equity protection.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to an insurance contract with said coverage seller.

Claim 50 is rejected as the same reason with Claim 38.

18. Claim 39 is rejected as the same reason with Claim 1.

However, Cumming does not disclose communicating said acceptable combinations to potential coverage buyers.

Covert further discloses communicating said acceptable combinations to potential coverage buyers (Abstract-conveying the price, Fig 5- items 550-560.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Covert related to communicating to coverage buyer.

19. Claims 28, and 41 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cumming et al. (US 6,470,321) in view of Joao (US PGPub 20020032586.)

20. With respect to Claim 28, Cumming et al. does not disclose the method of claim 26 that is used to construct any type of non-insurance contract.

However, Joao teaches the method of claim 26 that is used to construct any type of non-insurance contract ('586; Para 0003-0004.)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cumming et al. and Joao related to a non-insurance contract.

Claim 41 is rejected as the same reason with Claim 28.

***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to HIEP NGUYEN whose telephone number is (571)270-5211. The examiner can normally be reached on Monday through Thursday 8:00AM-5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Christopher Gilligan can be reached on (571) 272-6770. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/HIEP NGUYEN/  
Examiner, Art Unit 3626

/C Luke Gilligan/  
Supervisory Patent Examiner, Art Unit 3626